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Attorney for Plaintiffs

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

KATRICIA CLOES, an individual;

Plaintiffs,

vs.

CITY OF MESQUITE, dba MESQUITE
POLICE DEPARTMENT, a political
subdivision of the STATE OF NEVADA;
KIRT HUGHES, an individual; JOHN
DOES I through X, inclusive,

Defendants.

CASE NO.: 2:09-cv-00851-PMP-GWF

JUDGMENT

Judgment is hereby entered against Defendant, KIRT HUGHES, and in favor of Plaintiff, KATRICIA CLOES, in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00).

FIVE THOUSAND DOLLARS (\$5,000.00) of the \$250,000.00 settlement will be paid in monthly installment of ONE HUNDRED FIFTY DOLLARS (\$150.00) as outlined in the Memorandum of Settlement Agreement (See, attached).

KIRT HUGHES hereby assigns to KATRICIA CLOES all of my right, title, and interest against the City of Mesquite, its insurers, agents, or representatives for the payment of TWO HUNDRED FORTY FIVE THOUSAND DOLLARS (\$245,000.00) of this judgment.

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1 This Judgment will not be executed against KIRT HUGHES unless a payment is past due
2 as outlined in the Memorandum of Settlement Agreement. If the Judgment is executed by the
3 Plaintiff she shall be entitled to reasonable costs and attorney's fees plus interest on the
4 remaining balance from the confessed judgment amount of TWO HUNDRED FIFTY
5 THOUSAND DOLLARS (\$250,000.00).

6 DATED this 7 day of December, 2012.

7 Submitted By:
8 POTTER LAW OFFICES

9 By: 
10 CAL J. POTTER, III, ESQ.
11 Nevada Bar No. 1988
12 1125 Shadow Lane
13 Las Vegas, Nevada 89102
14 Attorney for Plaintiff

15 IT IS SO ORDERED.

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17 PHILIP M. PRO, UNITED STATES DISTRICT JUDGE
18 Dated: January 14, 2013.
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Exhibit A

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

KATRICIA CLOES,

Plaintiff,

vs.

KIRT HUGHES,

Defendant.

Case No. 2:09-cv-00851-PMP-GWF

**MEMORANDUM OF
SETTLEMENT AGREEMENT**

Dated: September 17, 2012

As and between the parties to this agreement only, Plaintiff Katricia Cloes and Defendant Kirt Hughes represent and agree that they have settled the above-entitled case on the following terms:

1. Plaintiff Katricia Cloes and Defendant Kirt Hughes agree to the entry of judgment in this action in favor of Plaintiff Katricia Cloes and against Defendant Kirt Hughes in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) based on Defendant Kirt Hughes having committed a battery upon the Plaintiff in violation of her constitutional rights. Both parties must agree on the language of the judgment.

2. Defendant Kirt Hughes agrees to assign to Plaintiff any and all rights that he has against the City of Mesquite, Nevada, and its insurers, agents or representatives in regard to liability for payment of the judgment.

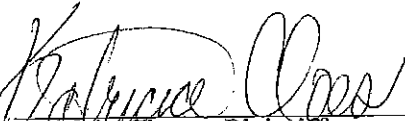
3. Defendant Kirt Hughes agrees to personally pay to Plaintiff the total sum of Five Thousand Dollars (\$5,000.00) in monthly installments of One Hundred Fifty Dollars (\$150.00). The first payment shall be due within seven days of the execution of the settlement documents and stipulated judgment. The Plaintiff agrees that so long as Defendant Kirt Hughes pays the foregoing amount, Plaintiff will not execute against the property of Defendant Kirt Hughes or attempt to collect the judgment from his personal assets. Once Defendant Kirt Hughes pays the \$5,000.00 in full as required by this agreement, Plaintiff shall provide him with a letter or other document verifying that he has satisfied his personal obligation under the judgment. If Defendant Kirt Hughes fails to pay the \$5,000.00 as required by the settlement agreement, however, he will be obligated to

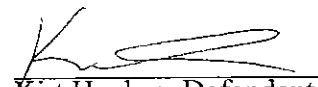
1 pay the full amount of the judgment entered against him. In the event that Kirt Hughes defaults on
2 the payment of the \$5,000.00, Plaintiff shall give Defendant Kirt Hughes a reasonable time, not
3 exceeding thirty (30) days, in which to cure such default. If Defendant Kirt Hughes fails to cure the
4 default, then the full amount of the judgment against him shall become immediately due and
5 payable.


6 4. Each party shall bear her or his own attorney's fees and costs incurred in this action so
7 long as the terms of the settlement agreement are complied with.

8 5. It is understood that a written settlement agreement, stipulated judgment, and covenant
9 not execute shall be prepared and executed by the parties as part of this settlement.

10 6. It is understood and agreed that this Memorandum of Settlement Agreement may be
11 introduced into evidence in court to prove that the parties have agreed to settle this action on
12 terms set forth herein.

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14 Katricia Cloes, Plaintiff


Kirt Hughes, Defendant
Pro Se

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16 Cal Potter, Esq.
17 Attorney for Plaintiff
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